

**Remarks**

Claims 1-16 and 18 currently stand rejected. Claim 17 is objected to. Claims 19-24 are allowed. Claims 9, 10 and 15 are canceled herein; thus, claims 1-8, 11-14 and 16-24 remain pending in the application. Claims 1-3, 11-14, 16, 17, 19, 20, 23 and 24 are amended herein. The Assignee respectfully traverses the rejections and requests allowance of claims 1-8, 11-14 and 16-24.

**Amendments to the Specification**

Paragraphs [0011] through [0014] are amended to repair some typographical errors and to replace the use of the word "comprising" with the term "consisting of" to more closely align the language of those passages with the claims.

Paragraph [0019] is amended to correct the spelling of the word "overhead."

Paragraph [0040] is amended to correct two grammatical errors therein.

Paragraphs [0047] and [0048] are amended to provide consistency throughout the discussion provided therein of the various layers and how they may relate to the witness, action, and yoke provinces.

**Claim Amendments**

Claim 1 is amended to indicate the presence of "a plurality of transparent architecture layers" between the first and second architecture layers.

Claim 2 is amended to include "a user interface attachable to the first layer object and configured to receive data, to transmit the data to the first layer object, to receive other data from the first layer object, and to render the other data; wherein the user interface comprises a selected user interface type dynamically selectable and dynamically interchangeable from a plurality of user interface types...." As these provisions are incorporated from claims 9 and 10, these claims are canceled herein.

Claim 14 is amended to indicate that the witness province is configured "to dynamically support a plurality of user interfaces, each having a different interface type..." As this limitation was incorporated from claim 15, claim 15 is canceled herein.

Claims 3, 11, 13, 14, 17, 19, 20, 23 and 24 are amended to replace the word "comprising"

with the phrase “consisting of” to provide appropriate Markush-type claiming therein.

Claim 12 is amended to add the word “object” to relate back to the terms “first layer object” and “second layer object” in claim 2, which now provide proper antecedent basis for claim 12. The word “object” has also been added in several locations within claim 16 to provide consistency in the use of layer objects within that claim.

#### Claim Rejections Under 35 U.S.C. § 103

Claims 1-9 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,353,819 to Edwards et al. (hereinafter “Edwards”). (Page 2 of the Office action.) Also, claims 10 and 11 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Edwards in view of U.S. Patent No. 5,793,368 to Beer (hereinafter “Beer”). (Page 4 of the Office action.) Claims 12 and 13 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Edwards in view of “CA Ships Database-Management Suite For E-Commerce” by Whiting. (Page 5 of the Office action.) Claims 14, 16 and 18 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Edwards in view of U.S. Patent No. 5,933,837 to Kung (hereinafter “Kung”). (Page 5 of the Office action.) Finally, claim 15 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Edwards in view of Kung and Beer. (Page 7 of the Office action.) The Assignee respectfully traverses the rejections in light of the amendments to claims 1, 2 and 14, and in view of the following discussion.

#### *Claim 1*

Claim 1 now provides for a *plurality* of transparent architecture layers between the first and second architecture layers which enable the first and second layers to communicate directly without having to communicate via the plurality of transparent layers.

In reference to claim 7, the Office action indicates that “Edwards teaches a plurality of transparent layer objects (a multi-layered relational database manager, col 2, ln 49-50).” (Page 4 of the Office action.) The Assignee respectfully disagrees with this characterization of Edwards. Edwards only indicates that the Relational File Manager (RFM) component layer 206 of Fig. 2 is bypassed. (Column 5, lines 64-67.) No other layers of the multi-layer Relational Database Management System (RDMS) 200 are bypassed. In other words, while multiple layers of the system 200 are discussed, only one is taught to be bypassed under certain circumstances, such as

during row retrieval operations. (Column 2, lines 57-60; and column 3, lines 15-17.) Therefore, Edwards does not teach or suggest a plurality of transparent architecture layers between first and second architecture layers. Thus, the Assignee contends that claim 1 is allowable in view of Edwards, and such indication is respectfully requested.

#### *Claims 2-13*

Amended claim 2 incorporates a user interface attachable to the first layer object, “wherein the user interface which comprises a selected user interface *type* dynamically selectable and dynamically interchangeable from a plurality of user interface types....” (Emphasis supplied.)

Referring to claim 10, the Office action alleges that Beer teaches such a user interface, specifically by way of dynamically switching between visual styles, as described at column 2, lines 9-15. (Page 4 of the Office action.) The Assignee respectfully disagrees with the allegation. Beer only discloses switching between *visual styles* of a *single* programmable graphical user interface (GUI). (Column 2, lines 9-25.) For example, Beer specifically discusses use of Windows 95 and Motif styles for the GUI, which differ in terms of window appearance, toolbar buttons, radio buttons, and the like. (See Figs. 1-4; column 4, lines 10-18; and column 11, lines 10-23.) However, Beer only discusses the GUI, which is a single interface *type*, unlike the plurality of interface types of claim 2. Other possible interface types provided in the present application, as enumerated in claim 11, include a web enabled interface, a handheld device interface, voice-related interfaces, and the like. Thus, the Assignee asserts that claim 2 is allowable in view of any combination of Edwards and Beer, and such indication is respectfully requested.

Claims 3-8 and 11-13 depend from independent claim 2, thus incorporating the various provisions of that claim. Thus, the Assignee asserts that claim 3-8 and 11-13 are allowable for at least the reasons provided above in support of claim 2, and such indication is respectfully requested.

Claims 9 and 10 are canceled herein, thus rendering moot the rejections as they pertain to those claims.

*Claims 14-18*

Claim 14 now indicates that the witness province is configured “to dynamically support a plurality of user interfaces, each having a different *interface type*....” (Emphasis supplied.)

With respect to former claim 15, the Office action asserts that Beer teaches support of a plurality of user interfaces, each having a different interface type, by way of its visual styles. (Page 7 of the Office action.) However, as discussed above, the different visual styles are all associated with a GUI, which is a single interface type. Thus, Beer does not teach or disclose support of multiple interface types, as provided for in current claim 14. Therefore, the Assignee contends that claim 14 is allowable in view of any combination of Edwards, Kung and Beer, and such indication is respectfully requested.

Claims 16 and 18 depend from independent claim 14, thus incorporating the limitations of that claim. Therefore, the Assignee asserts that claims 16 and 18 are allowable for at least the reasons set forth above in support of claim 14, and such indication is respectfully requested.

“Claim 17 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.” (Page 8 of the Office action.) Since claim 17 depends from amended claim 14, which the Assignee believes to be allowable, the Assignee asserts that claim 17 is allowable for the same reasons provided above with respect to claim 14, and such indication is respectfully requested.

Claim 15 is canceled. Thus, the rejections pertaining to that claim are rendered moot.

Allowed Claims

The Office action indicates that claims 19-24 are allowed. (Page 8 of the Office action.) As a result, the patentability of those claims is not discussed further herein. The Assignee thanks the Examiner for her consideration of those claims.

Conclusion

Based on the above remarks, the Assignee submits that claims 1-8, 11-14 and 16-24 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-8, 11-14 and 16-24.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

Date: 1/5/06



**SIGNATURE OF PRACTITIONER**

Kyle J. Way, Reg. No. 45,549

Setter Ollila LLC

Telephone: (303) 938-9999 ext. 21

Facsimile: (303) 938-9995

**Correspondence address:**

**CUSTOMER NO. 28004**

Attn: Harley R. Ball

6391 Sprint Parkway

Mailstop: KSOPHT0101-Z2100

Overland Park, KS 66251-2100